

**AGREEMENT**  
**BETWEEN**  
**BOROUGH OF MADISON**  
**and the**  
**IBEW LU 1289**

**FOR THE TERM COMMENCING JANUARY 1, 2014**  
**AND ENDING DECEMBER 31, 2017**

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION .....	1
ARTICLE II	SCOPE OF BARGAINING UNIT .....	1
ARTICLE III	RATES OF PAY .....	1
ARTICLE IV	HOURS OF WORK.....	2
ARTICLE V	OVERTIME-PREMIUM PAY .....	3
ARTICLE VI	UNIFORMS AND SAFETY EQUIPMENT .....	5
ARTICLE VII	HOLIDAYS .....	5
ARTICLE VIII	VACATIONS .....	6
ARTICLE IX	PERSONAL DAYS .....	8
ARTICLE X	SICK LEAVE .....	8
ARTICLE XI	FUNERAL LEAVE.....	9
ARTICLE XII	JURY DUTY .....	9
ARTICLE XIII	MILITARY LEAVE.....	9
ARTICLE XIV	HEALTH INSURANCE PROGRAM.....	10
ARTICLE XV	LEAVE OF ABSENCE .....	10
ARTICLE XVI	PENSION PROGRAM.....	10
ARTICLE XVII	SENIORITY .....	10
ARTICLE XVIII	PROMOTIONS, DEMOTIONS AND TRANSFERS.....	11
ARTICLE XIX	LAYOFFS AND RECALL .....	12
ARTICLE XX	DISCHARGE AND DISCIPLINE .....	13
ARTICLE XXI	NOTIFICATION TO THE UNION .....	13
ARTICLE XXII	PICKET LINES .....	14

ARTICLE XXIII	GRIEVANCE AND ARBITRATION PROCEDURE.....	14
ARTICLE XXIV	NO STRIKE – NO LOCKOUT.....	15
ARTICLE XXV	MANAGEMENT FUNCTIONS AND RESPONSIBILITIES .....	15
ARTICLE XXVI	SHOP STEWARDS.....	15
ARTICLE XXVII	VISITATION RIGHTS .....	16
ARTICLE XXVIII	BULLETIN BOARDS.....	16
ARTICLE XXIX	NON-DISCRIMINATION .....	16
ARTICLE XXX	POLYGRAPH TESTS.....	16
ARTICLE XXXI	OTHER CONDITIONS OF EMPLOYMENT .....	16
ARTICLE XXXII	TERM OF AGREEMENT.....	17
ARTICLE XXXIII	SEPARABILITY .....	17
APPENDIX A	WAGE SCHEDULE BY JOB CLASSIFICATION .....	18

## ARTICLE I

### RECOGNITION

The Borough of Madison, New Jersey recognizes the IBEW LU 1289 (hereinafter "IBEW") as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

## ARTICLE II

### SCOPE OF BARGAINING UNIT

This Agreement covers all employees employed by the Borough of Madison, Madison, New Jersey in: THE ELECTRICAL DEPARTMENT CLASSIFIED AS FOREMAN, CHIEF LINEMAN, LINEMAN 1<sup>ST</sup> CLASS, LINEMAN 2<sup>ND</sup> CLASS, AND APPRENTICE LINEMAN, BUT EXCLUDING OFFICE CLERICAL, CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

Supervisors and other excluded personnel shall not be permitted to perform any work normally performed by employees covered by this Agreement except under emergency conditions.

The Borough shall not employ any contractor(s) while any employee is on layoff, nor shall any employee be laid off if any contractor(s) is performing work associated with the bargaining unit.

## ARTICLE III

### RATES OF PAY

1. Each employee will be classified in accordance with skills used in and shall be paid not less than the rate for such classification in accordance with the table of job classification and Rate of Pay in the Schedules which are attached hereto and made part of this Agreement. The Chief Lineman shall be paid an amount equi-distant between the top salary of the Lineman First class and the General Foreman of the Electric Utility. Foremen shall not perform work of any other classification except as follows:
  - a) Under emergency conditions, or
  - b) According to present practice, or
  - c) In the absence from work of regular employees.
2. Any position not covered by the attached Schedules or any positions, which may be established during the life of this Agreement, shall be subject to negotiations between the Borough and the IBEW. The employer maintains the right to create a new classification and rate of pay for the position. In the event of a dispute between the IBEW and the employer regarding such classification and rate of pay, such dispute shall be submitted to the grievance procedure for settlement, and if the parties cannot agree, to arbitration.
3. The workweek shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday.

4. Paydays will be on the 1<sup>st</sup> and 15<sup>th</sup> of each month for a total of twenty-four pays per year. When the payday falls on a Saturday, Sunday or Holiday, the Borough agrees to make pay checks available on the business day prior to that date.
5. The past practice of allowing employees to cash paychecks during working hours will be continued.
6. The Progression Schedules attached to and part of this Agreement, marked "Wage Schedule by Job Classification," are to be followed for all employees covered by this article (Article III) for the life of this Agreement.
7. This contract shall be retroactive from the date of ratification to January 1, 2014 insofar as the salaries and wages set forth in this Agreement. For other changes or revisions, the effective date shall be as specifically provided.
8. Employees shall be entitled to out of title pay after performing those out of title duties for sixty (60) cumulative days. Thereafter, such out of title pay shall be provided so long as the out of title work is being performed.

#### **ARTICLE IV**

##### **HOURS OF WORK**

All employees covered by this Agreement shall be scheduled for eight (8) hours each day, Monday through Friday. Unless otherwise specified herein, the day shall start at 7:00 a.m. and end at 3:30 p.m. The Borough shall allow, without pay, a one-half (1/2) hour lunch period each day between 11:30 a.m. and 1:00 p.m.

It is understood that these working hours are subject to change if operating conditions make this necessary.

The following additional conditions shall apply to all employees covered by this Article:

1. The Borough shall allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) or more hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Borough shall allow employees sufficient time to return to the Garage or to the Water and Electric Plant to eat their lunches.

The Borough shall also allow a paid coffee break once during each four (4) hour period.

Employees on active payroll who report to work shall be guaranteed a minimum of eight (8) hours work or straight time pay in lieu thereof.

2. The Borough shall grant employees, for each overtime lunch period, a meal allowance not to exceed fifteen dollars (\$15.00). An allowance of up to thirteen dollars (\$13.00) for breakfast will be allowed to an individual called out one hour or more before the normal morning starting time. An allowance of up to eighteen dollars (\$18.00) for dinner will be allowed to an individual asked to work one hour or more after the normal business hours.
3. Employees performing emergency work for more than four (4) consecutive hours outside their normal workday may take a rest period of one (1) hour after the fourth consecutive hour of such work.
4. The Borough shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty hours (40) in the workweek.
5. If, because of severe weather conditions, the Governor or Mayor orders closing of the Municipal offices, those essential employees who come to work shall be given a compensating day off at a time mutually convenient to the employee and his/her department head.

## ARTICLE V

### OVERTIME-PREMIUM PAY

1. One and one-half (1½) the straight time rate of pay shall be paid for all work:
  - a) Performed in excess of eight (8) hours in any twenty-four (24) hour period.
  - b) Performed prior to starting time.
  - c) Performed after quitting time.
  - d) Performed on Saturday.
2. In addition to Holiday pay, an employee who works on a Holiday (except Christmas and New Year's Day, when all hours worked shall be paid at double time) will be paid one and one-half (1½) times his/her straight time hourly rate for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid for at one and one-half (1½) times rate for actual hours worked.
3. Employees called in to work on Sunday shall be given minimum pay of four (4) hours at double their regularly hourly rate of pay. For all hours worked on Sunday beyond the four (4) hours minimum, the employee shall receive double his/her regular straight time rate for all hours worked.
4. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked after the normal quitting time as defined in Article V on Christmas and New Year's Eves.
5. Employees called in to work on Saturday, or following the regular scheduled day's work Monday through Friday, shall be guaranteed a minimum pay of two (2) hours at one and one-half (1½) times the straight time hourly rate of pay. The minimum call-in guarantee of two (2) hours does not apply when early start hours are scheduled.

6. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work.
7. Standby pay shall be paid each week to Utility Workers scheduled for Standby, which shall be equal to eighteen (18) hours' pay at the employee's straight time rate. Standby pay shall be credited each week to the Utility employee scheduled for Standby, in an amount equal to eighteen (18) hours' pay at the employee's straight time rate.
8. Employees on Standby need not remain at home, however, they shall carry with them a pager supplied by the Borough and respond to all call outs and arrive at the destination within one-half (1/2) hour.
9. The period of Standby shall be from the end of the regular workday as defined by Article V on Friday through seven (7) days ending at the end of the regular workday on Friday.
10. When the Borough requests employees, in writing, to work at other electric utilities outside of their territory during emergencies, employees will be paid their hourly base wage at the double time rate (unless a higher rate is applicable within the host union local or area) from the time they leave the Borough until they return to the Borough.

When the Borough requests employees to work outside of their territory, meals, lodging and transportation to and from the job shall be paid for by the Borough. Separate rooms will be provided. Certain situations may arise that do not permit separate rooms (for example: room availability within a reasonable commute). The Borough will not request employees to report to any area where employees are on strike. Also, the Borough will not send workers to locations where employees have been sent to replace strikers. The Borough will establish resource sharing lists of like qualified employees. The Borough's intent and effort will be to equalize opportunities amongst like qualified employees on their respective lists. Nothing in this section shall require the calling of any employee for a job for which he is not qualified.
11. Employees shall not be required to utilize their accrued time during scheduled working hours for resource sharing overtime worked or to be worked.
12. Resource sharing crews will be assigned weekly hours not to exceed those of like qualified personnel of the host union local or area.
13. The Borough reserves the right to recall employees back to work in Madison at any time during the overtime work period in other jurisdictions
14. There shall be no pyramiding of overtime and/or premium pay provisions.

## ARTICLE VI

### UNIFORM AND SAFETY EQUIPMENT

1. The Borough shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner which will ensure safe operation.

Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline. Employees are to report to their immediate supervisor any defects or unsafe conditions discovered on any equipment. The supervisor shall thereupon call the Shop Mechanic Foreman to inspect the equipment in question and in case of defect order the equipment into the shop for correction.

The Borough shall provide each employee on a fair, wear and tear basis safety glasses, safety hats, gloves, galoshes, raingear and other protective clothing or equipment necessary in the performance of his/her duties.

The Borough shall further provide uniforms for each employee:

- 5 Pants
- 5 T-shirts
- 5 Long-sleeve shirts

Colors/designs are to be selected by the Borough of Madison in consultation with the IBEW. Employees are solely responsible for the purchase and maintenance of their boots. Employees are solely responsible for the maintenance of their uniforms.

Safety flashing lights shall be conspicuously mounted on all motorized equipment.

The Borough shall make available clean and adequate wash, toilet and locker facilities.

## ARTICLE VII

### HOLIDAYS

Each of the following Holidays are recognized by the Borough and shall be paid for as eight (8) hours at the straight time hourly rate without performing work:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day

- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday (1)

Employees shall be entitled to one (1) floating holiday to be selected and coordinated with the IBEW.



A paid Holiday shall be considered as a day worked for the purpose of computing overtime.

Should any of the listed Holidays fall on Saturday, the proceeding Friday shall be considered the Holiday and paid accordingly.

Should any of the listed Holidays fall on Sunday, the following Monday shall be considered the Holiday and paid accordingly.

## ARTICLE VIII

### VACATIONS

Vacation entitlement shall be according to the following schedule:

Period of Employment	Vacation
0-1 year of service	.083 days for each full month worked up to a maximum of ten (10) work days in the first year
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks
20 years service	21 days
21 years service	22 days
22 years service	23 days
23 years service	24 days
24 years service	5 weeks

1. In the matter of five (5) weeks vacation allowance, it is agreed that in an emergency an employee entitled to five (5) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted four (4) consecutive weeks vacation whenever possible.
2. In the matter of four (4) weeks vacation allowance, it is agreed that in an emergency an employee entitled to four (4) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious, illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted three (3) consecutive weeks vacation whenever possible.
3. In the matter of three (3) weeks vacation allowance, it is agreed that in an emergency an employee entitled to three (3) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she

must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted three (3) consecutive weeks vacation whenever possible.

4. In such cases where the Borough makes a request for an employee to work one week of his/her vacation, the Borough will be neither unreasonable nor arbitrary.
5. Vacation may be taken at any time during the year subject to the approval of the Department Head. Vacations shall be selected and scheduled by April 15th of each year. Employees shall be given preference in the selection of vacation periods within each department on the basis of bargaining unit seniority.
6. In the event that a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.
7. The vacation entitlement of each employee will be determined according to the anniversary date of hire. If an employee severs employment with the Borough prior to taking vacation, he/she will be granted pay for vacation days earned. Vacation days earned during the last year of service will be determined by dividing the total vacation days allowable by twelve (12) multiplied by actual months served during that year.
8. An employee hired before January of 1982, who was not entitled to use vacation time earned during his/her first calendar year of service, shall be credited with those vacation days not used prior to retirement.
9. If an employee severs employment with the Borough after taking vacation in advance, said employee shall reimburse the Borough for days taken in excess of those allowed. Allowable days will be determined by the provision set forth in Section 7 above. An employee does not accrue vacation time when on a leave of absence. During a calendar year in which an employee has been granted a leave of absence, the employee shall earn vacation time on a monthly basis based on the number of years of service.
10. Vacation benefits will be paid on the basis of a forty (40) hour week. Vacation pay will be paid, upon request, on the payday prior to the start of the vacation period.
11. A discharged employee will not be entitled to vacation benefits.
12. There shall be posted in each department an open schedule on which employees shall indicate their vacation preferences, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preferences to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.
13. The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any

particular week in each classification within a department is subject to review and discussion between the Shop Steward and the Department Head.

14. If while on vacation an employee is hospitalized, at the employee's option, the vacation may be canceled in place of sick benefits. The remaining vacation period will be rescheduled upon return to work by agreement with the Department Head.

## ARTICLE IX

### PERSONAL DAYS

1. Each employee shall be allowed three (3) days of personal leave per calendar year with full pay without charge to sick time.
2. A personal day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal days cannot be used in connection with a Holiday and must be taken one at a time.
3. Whenever possible, an employee shall submit notice forty-eight (48) hours in advance to his or her supervisor of his or her intention to use a personal day.

## ARTICLE X

### SICK LEAVE

1. New employees with less than two (2) full years of service shall accumulate 1.083 sick leave days for each full month worked. New employees shall be entitled to thirteen (13) sick leave days at the beginning of their third calendar year.
2. Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year.
3. Unused sick leave days shall be cumulative from year to year with the maximum accumulation of three hundred twenty-five (325) days.
4. An employee on sick leave more than four (4) consecutive days shall submit acceptable medical evidence substantiating the illness.
5. For a maximum of one (1) year following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Worker's Compensation payments he/she may receive and the amount he/she would have earned in straight-time wages working a regular forty (40) hour week. Sick days shall not be used for this purpose. For employees hired after April 14, 2014, for a maximum of six (6) months following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Worker's Compensation payments he/she may receive and the amount he/she would have earned in straight-time wages working a regular forty (40) hour week. Beyond the first six (6) months following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Worker's Compensation payments he/she may receive and seventy (70) percent of the amount he/she would have

earned in straight-time wages working a regular forty (40) hour week. Sick days shall not be used for this purpose.

6. Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months.
7. Employees on sick leave will continue to accrue seniority.
8. Existing employees reaching retirement age will receive one (1) day of pay for every two (2) sick days up to a maximum of one hundred (100) days. Employees hired after January 1, 2006 will receive one (1) day of pay for every three (3) days up to a maximum of one hundred (100) days.

## **ARTICLE XI**

### **FUNERAL LEAVE**

In the event of a death of a spouse, parent or child, a five-day leave of absence with pay will be granted to the employee. In the event of the death of a father-in-law, mother-in-law, sister or brother or a relative who resides with the employee, a three-day leave of absence with pay will be granted to the employee. For all other relatives a one-day leave with pay will be granted.

## **ARTICLE XII**

### **JURY DUTY**

An employee called for jury duty will be excused from work for the period actually in attendance at court and he/she will be paid his/her regular daily earnings for such times as he/she is required to be in attendance in court.

## **ARTICLE XIII**

### **MILITARY LEAVE**

1. The employees of the department covered by this Agreement and the eligible members of their families shall receive medical and health insurance coverage as presently afforded by the Borough to its full-time employees.
2. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance.

## **ARTICLE XIV**

### **HEALTH CARE INSURANCE PROGRAM**

1. All full-time employees will be eligible to participate in the State Health Benefits Direct 15 Program as it may be amended or modified hereafter or a program with benefits equal to this program. Employees shall contribute to the cost of health benefits coverage in accordance with New Jersey law.
2. A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased with a maximum employer contribution of \$300 per each employee that elects coverage.
3. Pursuant to state law, an employee who agrees to turn down Health Insurance coverage shall receive a payment computed by taking 25% of the applicable health insurance premium, minus the mandatory employee contribution, up to a maximum of \$5,000 annually from the Borough at the end of each full year the Borough does not pay for this employee's health insurance. The employee may re-enroll for the next calendar year during the two-week enrollment period held in November. If the employee has a life style change as defined and recognized by the insurance carrier, the employee may re-enroll during the year. The payment in lieu of Health insurance coverage will then be prorated.

## **ARTICLE XV**

### **LEAVE OF ABSENCE**

1. A recognized official of the IBEW will be granted a leave of absence without pay for the purpose of attending to IBEW business outside the premises of the Borough.
2. In case of necessity, an employee may request permission from the Council, through the Borough Administrator, for leave of absence without loss of pay. Approval by the Administrator must be in writing fixing the duration of absence.

## **ARTICLE XVI**

### **PENSION PROGRAM**

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## **ARTICLE XVII**

### **SENIORITY**

1. The first one hundred eighty (180) calendar days of employment shall constitute a trial period. The Borough shall have the right to discharge a newly hired employee during the trial period without assigning any reason for the discharge and such employee shall not have any recourse whatsoever under the Grievance Procedure.

2. Seniority for the purpose of this Agreement is defined as follows:

- (a) Bargaining unit Seniority is the employee's total employment service within the bargaining unit and as determined by the date the employee enters the bargaining unit.
- (b) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee enters the classification.
- (c) Departmental Seniority is the employee's employment service within a particular department. Departmental Seniority is determined by the date the employee enters the department.

Employees shall have preference to employment, recall from layoff, transfer, promotions, and bidding and vacation selection in accordance with their applicable Seniority position.

Seniority shall prevail in all matters where a preference of selection involves two or more employees.

## ARTICLE XVIII

### PROMOTIONS, DEMOTIONS AND TRANSFERS

- 1. It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.
- 2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.
- 3. Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for forty-eight (48) hours and will include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.
- 4. Promotions shall first be offered to the most senior qualified employee within the department where the vacancy occurs, if he/she has bid for the job. If no such employee bids, then the job shall be offered to the most senior qualified employee who bids from within the bargaining unit. If no such employee exists, then the Borough may hire outside for the job.
- 5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.
- 6. Any employee at the top of a salary range who is promoted to a higher range shall be granted a step increase in that range after six (6) months of satisfactory work.

7. All new employees shall be subject to a six (6) month probationary period. A new employee without experience begins at the entrance rate of the apprentice range. For those employees hired prior to April 14, 2014, each year, with satisfactory performance\*\*, the employee advances one step in the salary range on his/her anniversary date. Upon completion of the second step, the employee is eligible to test for Second Class Linemen. If he/she passes the standard test established, he/she is promoted and placed on the Second Class range at the entrance rate. He/she then will move through this range advancing a step each year with satisfactory performance. If he/she fails, he/she is eligible on his/her next anniversary date to retake the test. Upon completion of the second step in the Second Class range, the employee is eligible to test for First Class Linemen position. If he/she passes the standard test established, he/she is promoted and placed on the First Class range at the entrance rate. He/she then will move through this range advancing a step each year with satisfactory performance. If he/she fails, he/she is eligible on his/her next anniversary date to retake the test. Notwithstanding the foregoing, two (2) test failures for either the Second Class Lineman or First Class Lineman will result in automatic termination.
- For those employees hired after April 14, 2014, each year, with satisfactory performance\*\*, the employee advances one step in the salary range on his/her anniversary date. Upon completion of the second step, the employee is eligible to test for Second Class Lineman. If he/she passes the standard test established, he/she is promoted and placed on the Second Class range at the entrance rate. He/she then will move through this range advancing a step each eighteen (18) months with satisfactory performance. If he/she fails, he/she is eligible, after eighteen (18) months, to retake the test. Upon completion of the second step in the Second Class range, the employee is eligible to test for First Class Lineman position. If he/she passes the standard test established, he/she is promoted and placed on the First Class range at the entrance rate. He/she then will move through this range advancing a step each twenty-four (24) months with satisfactory performance. If he/she fails, he/she is eligible after twenty-four (24) months, to retake the test. Notwithstanding the foregoing, two (2) test failures for either the Second Class Lineman or First Class Lineman will result in automatic termination.
8. The Borough will notify the IBEW, in writing, of any promotions, demotions, or transfers.
9. When a temporary vacancy exists in a supervisory position Ordinance #31-98 shall determine the action to be taken.
10. \*\*Satisfactory performance shall be determined by comparing work to standards.

## **ARTICLE XIX**

### **LAYOFFS AND RECALL**

1. The Borough may lay off employees only due to a permanent lack of work.
2. In such event, employees may be laid off in the order of least bargaining unit seniority within their respective department and classification.
3. Notice of such layoffs shall be given one (1) month before the scheduled layoff.

4. Any employee laid off shall be placed on the recall list for a period of one (1) year.
5. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall.
6. The Borough shall not hire from the open market while employees on the recall list are capable of performing the duties of the vacant position and are ready, willing, and able to be re-employed.

## **ARTICLE XX**

### **DISCHARGE AND DISCIPLINE**

1. The Borough shall not discharge, discipline or suspend any employee without just cause.
2. Before an employee is disciplined or suspended, the appropriate IBEW Steward shall be notified and may be present when the action is taken. In the case of a suspension, the IBEW shall be notified at its office at the earliest possible time after the action has been taken.
3. The IBEW shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; an IBEW representative may meet with the Borough representative to review and discuss the matter within said twenty-four (24) hour period.
4. When warnings are given in writing, a copy of such warning shall be given to the employee, the IBEW at its office, and the Shop Stewards.

## **ARTICLE XXI**

### **NOTIFICATION TO THE UNION**

1. The Borough will notify the IBEW, in writing, of any promotions, demotions, or transfers.
2. The Borough will notify the IBEW, in writing, of a layoff or termination of employment.
3. The Borough will provide the IBEW with an updated list of covered employees which shall be a copy of the salary and wage ordinance.
4. All written notification shall be made to:

Tom Corbo, Shop Steward  
Madison Lineman Association  
Water & Light Building  
John Avenue  
Madison, NJ 07940



Edward Stroup, President  
IBEW Local Union #1289  
P.O. Box 1690  
Wall, NJ 07719

## **ARTICLE XXII**

### **PICKET LINES**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line.

## **ARTICLE XXIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.
2. An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.
3. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1. The employee and the Steward, or the employee individually, but in the presence of a Steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the Steward shall forward the grievance to the next step in the procedure within two (2) working days.

STEP 2. The Steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within two (2) working days, the grievance will be heard at the next step.

STEP 3. The IBEW representative and the Borough's Labor Relations representative, or any such designated person, shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

STEP 4. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

STEP 5. ARBITRATION: Either party may apply directly to the New Jersey State Board of Mediation for the appointment of an arbitrator. The expense of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding on the Employer, the IBEW and the Employee or Employees involved, and the parties agree to promptly comply therewith. The impartial Arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented and his/her decision shall apply only to the issue arising out of the facts of such grievance. The Arbitrator may not alter or add to the provisions of this Agreement by his/her decision.

## **ARTICLE XXIV**

### **NO STRIKE - NO LOCKOUT**

During the life of this Agreement, the IBEW agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the IBEW will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the IBEW, its officers and agents shall not be held liable for any such unauthorized acts.

## **ARTICLE XXV**

### **MANAGEMENT FUNCTIONS AND RESPONSIBILITIES**

Except as modified by this Agreement, the Borough of Madison shall retain all of the rights and functions of management, including the right to manage and operate its facilities; to sub-contract; direct the working forces; hire, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work; the right to introduce new and improved methods of operation, install new facilities and change existing methods or facilities.

## **ARTICLE XXVI**

### **SHOP STEWARD**

1. The Borough recognizes the right of the IBEW to designate a Shop Steward and an Alternate.
2. The Shop Steward or Alternate has no authority to take strike action or any other action interrupting the Borough's business.
3. The Shop Steward or Alternate, after notifying his/her supervisor prior to leaving the job, shall be permitted to investigate, present and process grievances without loss of time or pay. Such time spent in handling grievances during the normal workday shall be considered working

hours in computing daily and/or weekly overtime.

- 4 The Borough will be advised in writing of the names of the Shop Steward and Alternate who have been authorized to act on behalf of the IBEW. The Steward shall enjoy super Seniority for all purposes.

## **ARTICLE XXVII**

### **VISITATION RIGHTS**

A representative or representatives of the IBEW shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiation and settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

The IBEW shall act reasonably in the exercise of this privilege.

## **ARTICLE XXVIII**

### **BULLETIN BOARDS**

The Borough agrees to provide a suitable bulletin board for the exclusive use by the IBEW to post official notices relating to meetings and other IBEW affairs.

## **ARTICLE XXIX**

### **NON-DISCRIMINATION**

Neither the Borough nor the IBEW will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

## **ARTICLE XXX**

### **POLYGRAPH TESTS**

The Borough shall not require an employee or applicant for employment to take a polygraph or any other form of lie detector test.

## **ARTICLE XXXI**

### **OTHER CONDITIONS OF EMPLOYMENT**

- A. Employees shall not be required to perform work on contractor's equipment.

- B. Volunteer Firemen shall be allowed to attend to emergency duties without loss of pay.
- C. The Borough and the Union agree to form a Joint Labor Management Committee with the intent of meeting to resolve and discuss issues of mutual concern to the parties that may arise during the term of the contract. The committee will meet semiannually and will consist of not less than the following: Electric Utility Superintendent, Electric Utility Foreman, Electric Utility Shop Steward, Borough Administrator or his designee, the Assistant Borough Administrator or his designee and an IBEW Local Representative.

## ARTICLE XXXII

### TERM OF AGREEMENT

- A. Except as otherwise provided herein, this Agreement shall become effective January 1, 2014 and remain in full force and effect until midnight, December 31, 2017.
- B. Negotiations for a successor Agreement will commence before the final date specified by the regulations of the Public Employment Relations Commission of New Jersey.

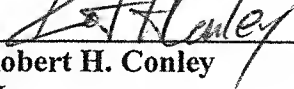
## ARTICLE XXXIII


### SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30<sup>TH</sup> day of July, 2014.

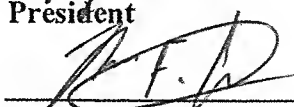
BOROUGH OF MADISON

BY:   
Robert H. Conley  
Mayor

BY:   
Raymond M. Codey  
Borough Administrator

IBEW LU 1289

BY:   
Edward Stroup  
President

BY:   
Thomas Corbo  
Shop Steward

## APPENDIX A

### BOROUGH OF MADISON WAGE SCHEDULE BY JOB CLASSIFICATION 2014 – 2017 IBEW CONTRACT

#### EFFECTIVE JANUARY 1, 2014

	Step 1	Step 2	Step 3	Step 4
Apprentice	\$53,966	\$56,995	\$60,124	\$0
Lineman 2	\$62,920	\$66,178	\$69,620	\$74,156
Lineman 1	\$75,895	\$79,964	\$93,173	\$0
Chief Lineman	\$0	\$0	\$0	\$99,807
Gen Foreman	\$0	\$0	\$0	\$106,317

#### EFFECTIVE JANUARY 1, 2015

	Step 1	Step 2	Step 3	Step 4
Apprentice	\$55,045	\$58,134	\$61,326	\$0
Lineman 2	\$64,178	\$67,501	\$71,013	\$75,639
Lineman 1	\$77,413	\$81,563	\$95,036	\$0
Chief Lineman	\$0	\$0	\$0	\$101,803
Gen Foreman	\$0	\$0	\$0	\$108,443

#### EFFECTIVE JANUARY 1, 2016

	Step 1	Step 2	Step 3	Step 4
Apprentice	\$56,146	\$59,297	\$62,553	\$0
Lineman 2	\$65,462	\$68,851	\$72,433	\$77,152
Lineman 1	\$78,961	\$83,194	\$96,937	\$0
Chief Lineman	\$0	\$0	\$0	\$103,839
Gen Foreman	\$0	\$0	\$0	\$110,612

#### EFFECTIVE JANUARY 1, 2017

	Step 1	Step 2	Step 3	Step 4
Apprentice	\$57,269	\$60,483	\$63,804	\$0
Lineman 2	\$66,771	\$70,228	\$73,881	\$78,695
Lineman 1	\$80,541	\$84,858	\$98,876	\$0
Chief Lineman	\$0	\$0	\$0	\$105,916
Gen Foreman	\$0	\$0	\$0	\$112,824